

# ORIGINAL

County of El Dorado, State of California  
Community Development Services

Contract No. PW #17-31164 / CIP #93527 / FENIX #3133

**CRACK SEAL, JOINT SEAL & MARK RUNWAY,  
TAXIWAYS, APRONS & T-HANGAR TAXILANES; CHANGE RUNWAY  
END ID**

AIP No. 3-06-0093-012-2016

THIS AGREEMENT ("Agreement") approved by the Board of Supervisors this 12<sup>th</sup> day of Sept., in the year of 2017, made and concluded, in duplicate, between the COUNTY OF EL DORADO, a political subdivision of the State of California, by the Community Development Services thereof, the party of the first part hereinafter called "County," and Maxwell Asphalt, Inc., party of the second part hereinafter called "Contractor."

**RECITALS:**

**WHEREAS**, County has caused the above-captioned project to be let to formal bidding process; and

**WHEREAS**, Contractor has duly submitted a bid response for the captioned project upon which County has awarded this contract;

**NOW, THEREFORE**, the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree, each with the other, as follows:

**Article 1. THE WORK**

The improvement contemplated in the performance of this Contract is an improvement over which the County shall exercise general supervision. The County, therefore, shall have the right to assume full and direct control over this Contract whenever the County, at its sole discretion, shall determine that its responsibility is so required.

Contractor shall complete the Work as specified or indicated under the Bid Schedule(s) of County's Contract Documents entitled:

**CRACK SEAL, JOINT SEAL & MARK RUNWAY,  
TAXIWAYS, APRONS & T-HANGAR TAXILANES; CHANGE RUNWAY  
END ID**

The project is located in County of El Dorado at Aerodrome Way, Georgetown, California. The Work to be done is shown on the Plans, described in the County of El Dorado Specifications and generally consists of, but is not limited to:

- Applying crack seal treatment to cracks ranging from 1/4-inch to 2-inches.
- Placing joint seal in existing asphalt concrete joints on the runway.
- Applying an asphalt emulsion seal coat on all runway, taxiway, apron and T-hangar taxilane surfaces.
- Paintstriping all treated areas (temporary and permanent paintstriping).

**Article 2. CONTRACT DOCUMENTS**

The Contract Documents consist of: the Notice to Bidders; Instruction to Bidders; the bid forms which include the accepted Proposal, Proposal Pay Items Bid Price Schedule, Major Equipment Items, Bidder's Questionnaire and Statements, Non-Collusion Declaration, Buy American Certification, Certifications of Non-Segregated Facilities and Debarment and Suspension, Bidder's Statement of Previous Contracts

Subject to EEO Clause, Statement of Surety's Intent, Iran Contracting Act Certification, List of Subcontractors and Professional Services Providers, Disadvantaged Business Enterprise Statements, Exhibit 15-G Construction Contract DBE Commitment, Exhibit 15-H DBE Information - Good Faith Efforts, Safety Plan Compliance Document (SPCD) Certification, Certification for Federal Aid Contracts, Instructions for Completion of SF-LLL and Disclosure of Lobbying Activities, Trade Restriction Clause, Bidder Information Sheet, Certification for Receipt of Addenda, and Certification of Bidder for Proposal; the Contract which includes this Agreement with all Exhibits and Attachments thereto, including the Fair Employment Practices Addendum (Exhibit B), the Nondiscrimination Assurances (Exhibit C and the attached Appendices), Contractor's/Subcontractor's Certification Concerning State Labor Standards and Prevailing Wages (Attachment A), Drug-Free Workplace Certification (Attachment B), Equal Employment Opportunity Policy Statement (Attachment C), Harassment or Discrimination in Employment (Attachment D), Payment Bond, Performance Bond, Contractor's Guarantee, the drawings listed and identified as the Project Plans; Division I, County of El Dorado Specifications; Division II, Disadvantaged Business Enterprise (DBE); Division III, Federal Aviation Administration (FAA) General Provisions; Division IV, Technical Provisions; the Special Provisions which incorporate by reference the State of California Department of Transportation (Caltrans) Standard Plans dated 2010, the Water Pollution Control Program (WPCP), and the California Storm Water BMP Handbook; all Addenda incorporated in those documents before their execution, and all Contract Change Orders issued in accordance with the Contract Documents which may be delivered or issued after the Effective Date of this Agreement and are not attached hereto; the prevailing Labor Surcharge And Equipment Rental Rates (when required) as determined by Caltrans to be in effect on the date the Work is accomplished; all the obligations of County and of Contractor which are fully set forth and described therein; and all Contract Documents which are hereby specifically referred to and by such reference made a part hereof. All Contract Documents are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all Contract Documents. Contractor agrees to perform all of its promises, covenants, and conditions set forth in the Contract Documents, and to abide by and perform all terms and conditions set forth therein.

**ORDER OF PRECEDENCE:** After execution of this Contract, in the event of any conflict between or among the terms and conditions of this Contract and the documents referred to and incorporated herein, such conflict shall be resolved by giving precedence in the following order of priority:

1. The text of this Contract
2. The text of the Notice to Bidders
3. The Instructions to Bidders
4. The Proposal
5. Division III – Federal Aviation Administration General Provisions
6. Division I – County of El Dorado Specifications
7. Division IV – Technical Provisions
8. Division II – Disadvantaged Business Enterprise
9. Bidder's Bond
10. Attachments to the Proposal
11. Attachments to the Draft Contract
12. Any other Attachments, Exhibits, or Contract Documents

### **Article 3. COVENANTS AND CONTRACT PRICE**

County hereby promises and agrees with said Contractor to employ, and does hereby employ, said Contractor to provide the material and to do the Work according to the terms and conditions of the Contract Documents herein contained and referred to, for the prices hereinafter set forth, and hereby contracts to pay the same at the time, in the manner and upon the conditions herein set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained. County shall pay Contractor for the completion of the Work in accordance with the Contract Documents in current funds the Contract Prices named in Contractor's Bid and Bid Price Schedule, a copy of which is attached hereto as Exhibit A (Proposal Pay Items, Bid Price Schedule).

**Article 4. COMMENCEMENT AND COMPLETION**

The Work to be performed under this Contract shall commence on the commencement date specified in the Notice to Proceed issued by County, and the Work shall be fully completed within the time specified in the Notice to Proceed pursuant to Section 80 of Division III, Federal Aviation Administration (FAA) General Provisions, in the Contract Documents.

County and Contractor recognize that time is of the essence of the Agreement and that County will suffer financial loss if the Work is not completed within the time specified in Section 80 of Division III, Federal Aviation Administration (FAA) General Provisions, in the Contract Documents annexed hereto, plus any extensions thereof allowed in accordance with Section 80 of Division III, Federal Aviation Administration (FAA) General Provisions. They also recognize the delays, expense, and difficulties involved with proving in a legal proceeding the actual loss suffered by County if the Work is not completed on time. Accordingly, instead of requiring any such proof, County and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay County the sum of **One Thousand Dollars (\$1,000)**, as liquidated damages and not as a penalty, for each and every calendar day's delay in finishing the Work in excess of the contract time prescribed herein.

**Article 5. INDEMNITY**

To the fullest extent allowed by law, Contractor shall defend, indemnify, and hold County, its officers, directors, and employees, the State of California (State), the California Transportation Commission, and the Federal Aviation Administration (FAA), and their officers and employees, any property owners from whom the County obtained easements, and any federal or state government agencies associated with this Contract harmless against and from any and all claims, suits, losses, damages, and liability for damages, including attorney's fees and other costs of defense brought for or on account of injuries to or death of any person, including but not limited to, workers and the public, or on account of injuries to or death of County, State, FAA, any property owners from whom the County obtained easements, or federal or state government agency employees, or damage to property, or any economic, consequential, or special damages which are claimed or which shall in any way arise out of or be connected with Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, State, FAA, or any federal or state government agencies, any property owners from whom the County has obtained easements, the Contractor, subcontractors, or employees of any of these, except for the active or sole negligence of County, State, FAA, or any federal or state government agencies their officers and employees, or any property owners from whom the County has obtained easements, or where expressly prescribed by statute.

The duty to indemnify and hold harmless County, State, California Transportation Commission, FAA, property owners from whom the County obtained easements, and any federal or state government agencies associated with this Contract specifically includes the duties to defend set forth in Section 2778 of the Civil Code. The insurance obligations of Contractor are separate, independent obligations under the Contract Documents, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Contract Documents. This indemnity requirement applies to any claims, suits, losses, damages, and liability for damages, including attorney's fees and other costs, arising from alleged defects in the content or manner of submission of the Contractor's bid for the Contract.

**Article 6. VENUE**

Any litigation arising out of this Contract shall be brought in the County of El Dorado and governed by California law.

**Article 7. NOTIFICATION OF SURETY COMPANY**

The surety company shall familiarize itself with all of the conditions and provisions of this Contract, and shall waive the right of special notification of any change or modifications of this Contract or extension of time, or of decreased or increased work, or of the cancellation of the Contract, or of any other act or acts by County or its authorized agents, under the terms of this Contract; and failure to so notify the aforesaid surety company of changes shall in no way relieve the surety company of its obligation under this Contract.

**Article 8. ASSIGNMENT OF ANTITRUST ACTIONS**

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor offers and agrees and will require all of its subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to Contractor, without further acknowledgment by the parties.

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code Sections 4550-4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under Government Code Sections 4550-4554 if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

**Article 9. TERMINATION BY COUNTY FOR CONVENIENCE**

County reserves the right to terminate the Contract at any time upon determination by County's representative that termination of the Contract is in the best interest of County. County shall issue Contractor a written notice specifying that the Contract is to be terminated.

Upon receipt of said written notice, Contractor shall stop all work under the Contract except: (1) work specifically directed to be completed prior to termination, (2) work the Inspector deems necessary to secure the project for termination, (3) removal of equipment and plant from the site of the Work, (4) action that is necessary to protect materials from damage, (5) disposal of materials not yet used in the Work as directed by County, and (6) cleanup of the site.

If the Contract is terminated for County's convenience as provided herein, all finished or unfinished work and materials previously paid for shall, at the option of County, become its property. Contractor shall be paid an amount which reflects costs incurred for work provided to the date of notification of termination. In addition, Contractor shall be paid the reasonable cost, as solely judged by County, and without profit, for all work performed to secure the project for termination.

**Article 10. TERMINATION BY COUNTY FOR CAUSE**

If Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of its creditors or if a trustee or receiver is appointed for Contractor or for any of its property, or if Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or on more than one occasion fails to supply sufficient skilled workmen or suitable material or

equipment, or on more than one occasion fails to make prompt payments to subcontractors for labor, materials, or equipment, or disregards the authority of the County's representative, or the Engineer, if one is appointed, or violates any of the Contract assurances, nondiscrimination provisions or any other federal or state requirements as identified in Section "Compliance with Federal, State, and Local Agency Requirements" of the Special Provisions, or otherwise violates any provision of the Contract Documents, then County may, without prejudice to any other right or remedy and after giving Contractor and its Surety a minimum of ten (10) days from delivery of a written termination notice, terminate the services of Contractor and take equipment and machinery thereon owned by Contractor and finish the Work by whatever method County may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the Work is finished.

Without prejudice to other rights or remedies County may have, if Contractor fails to begin delivery of materials and equipment, to commence Work within the time specified, to maintain the rate of delivery of material, to execute the Work in the manner and at such locations as specified, or fails to maintain a work program which will ensure County's interest, or, if Contractor is not carrying out the intent of the Contract, an Inspector's written notice may be served upon Contractor and the Surety on its faithful performance bond demanding satisfactory compliance with the Contract. If Contractor or its Surety does not comply with such notice within five (5) days after receiving it, or after starting to comply, fails to continue, County may exclude it from the premises and take possession of all material and equipment, and complete the Work by County's own forces, by letting the unfinished Work to another Contractor, or by a combination of such methods.

Where Contractor's services have been so terminated by County, said termination shall not affect any right of County against Contractor then existing or which may thereafter accrue. Any retention or payment of monies by County due Contractor will not release Contractor from compliance with the Contract Documents.

If the unpaid balance of the Contract price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to Contractor. If the sums under the Contract are insufficient for completion, Contractor or Surety shall pay to County within five (5) days after the completion, all costs in excess of the Contract price. In any event, the cost of completing the Work shall be charged against Contractor and its Surety and may be deducted from any money due or becoming due from County.

The provisions of this Article shall be in addition to all other rights and remedies available to County under law.

If after notice of termination, it is determined for any reason that Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued. The Contract shall be equitably adjusted to compensate for such termination.

**Article 11. SUCCESSORS AND ASSIGNS**

This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of County in the same manner as if such parties had been expressly named herein.

**Article 12. REPORTING ACCIDENTS**

Contractor shall prepare and submit (within twenty-four [24] hours of such incidents) reports of accidents at the site and anywhere else the work is in progress in which bodily injury is sustained or property loss in excess of Five Hundred Dollars (\$500.00) occurs.

**Article 13. EMISSIONS REDUCTION**

Contractor shall comply with emission reduction regulations mandated by the California Air Resources Board, and sign a certification of knowledge thereof:

**CERTIFICATE OF KNOWLEDGE – EMISSIONS REDUCTION REGULATIONS**

I am aware of the emissions reduction regulations being mandated by the California Air Resources Board. I will comply with such regulations before commencing the performance of the Work and maintain compliance throughout the duration of this Contract.

Signed:  Date 6/15/18

**Article 14. WORKERS' COMPENSATION CERTIFICATION**

Contractor shall comply with Labor Code Sections 3700 et seq., requiring it to obtain Workers' Compensation Insurance, and sign a certificate of knowledge thereof.

**CERTIFICATE OF KNOWLEDGE - LABOR CODE SECTION 3700**

I am aware of the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this Contract.

Signed:  Date 6/15/18

**Article 15. WARRANTY**

Contractor warrants to County that materials and equipment furnished for the Work will be of good quality and new, unless otherwise required or permitted under the Contract Documents, that the Work will be free from defects or flaws and is of the highest quality of workmanship and that the Work will conform with the requirements herein. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective.

**Article 16. RETAINAGE**

The retainage from payment is set forth in "RETENTION OF FUNDS AND RELEASE OF RETAINED FUNDS" of the Special Provisions. Contractor may elect to receive one hundred percent (100%) of payments due as set forth in the Contract Documents, without retention, by depositing securities of equivalent value with County, in accordance with, and as set forth in Section 22300 of the Public Contract Code. Securities eligible for deposit hereunder shall be limited to those listed in Section 16430 of the Government Code, or bank or savings and loan certificates of deposit.

**Article 17. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM**

**Contract Assurance (§ 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out

applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the County deems appropriate.

**Prompt Payment (§ 26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the prime contractor receives from the County of El Dorado. The prime contractor agrees further to return retainage payments to each subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the County of El Dorado. This clause applies to both DBE and non-DBE subcontractors.

The Contractor shall carry out applicable requirements of 2 CFR 200.321 in the award and administration of this UNITED STATES DEPARTMENT OF TRANSPORTATION (USDOT)-assisted Contract. The applicable requirements of 2 CFR 200.321 are as follows:

(a) *Contracting with minority businesses, women's business enterprises, and labor surplus area firms.*

- (1) Contractor will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (2) Affirmative steps shall include:
  - (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - (v) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a)(2) (i) through (v) of this section.

Contractor will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

**Article 18. PREVAILING WAGE REQUIREMENTS**

In accordance with the provisions of California Labor Code Sections 1770 et seq., including but not limited to Sections 1773, 1773.1, 1773.2, 1773.6, and 1773.7, the general prevailing rate of wages in the county in which the Work is to be done has been determined by the Director of the California Department of Industrial Relations. Interested parties can obtain the current wage information by submitting their requests to the Department of Industrial Relations, Division of Labor Statistics and Research, PO Box 420603, San Francisco CA 94142-0603, Telephone (415) 703-4708 or by referring to the website at <http://www.dir.ca.gov/OPRL/PWD>. The rates at the time of the bid advertisement date of a project will



remain in effect for the life of the project in accordance with the California Code of Regulations, as modified and effective January 27, 1997.

Copies of the general prevailing rate of wages in the county in which the Work is to be done are also on file at Community Development Services' principal office, and are available upon request, and in case of projects involving federal funds, federal wage requirements as predetermined by the United States Secretary of Labor have been included in the Contract Documents. Addenda to modify the Federal minimum wage rates, if necessary, will be issued as described in the Project Administration section of this Notice to Bidders.

In accordance with the provisions of Labor Code 1810, eight (8) hours of labor constitutes a legal day's work upon all work done hereunder, and Contractor and any subcontractor employed under this Contract must conform to and be bound by the provisions of Labor Code Sections 1810 through 1815.

In the case of federally funded projects, where federal and state prevailing wage requirements apply, compliance with both is required. This project is funded in whole or part by federal funds. Comply with Section 7-1.50 of the Amendments to the Standard Specifications, Section 200 Paragraph 70-22, and the Copeland Act (18 U.S.C. 874 and 29 CFR Part 3), the Davis-Bacon Act (40 U.S.C. 276a to 276a-7 and 29 CFR Part 5), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR Part 5).

If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, Contractor and subcontractors must pay not less than the higher wage rate. Community Development Services will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by Contractor and subcontractors, Contractor and subcontractors must pay not less than the federal minimum wage rate which most closely approximates the duties of the employees in question.

#### **Article 19. CERTIFIED PAYROLL**

As required under the provisions of Labor Code section 1776, Contractor and its subcontractors, if any are authorized herein, shall keep accurate payroll records. A certified copy of all payroll records shall be available for inspection at all reasonable hours at the principal office of Contractor.

#### **Article 20. NONDISCRIMINATION**

A. In connection with its performance under this Contract, Contractor shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Contract including, but not limited to the following: Contractor, its employees, subcontractors and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, military or veteran status, family and medical care leave, genetic information, gender, gender expression, gender identity, pregnancy leave or disability leave. Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair



Employment section. Contractor shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 7285.0 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Contractor, its employees, subcontractors and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Contractor shall include these nondiscrimination and compliance provisions in any of its subcontracts that affect or are related to the Work performed herein.
- C. The Congress of the United States, the Legislature of the State of California, and the Governor of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. Contractor agrees to comply with the requirements of Exhibit B, marked "Fair Employment Practices Addendum" and the requirements of Exhibit C, marked "Nondiscrimination Assurances," including Appendices A through D to Exhibit C, both of which exhibits and all of the Appendices to Exhibit C are incorporated herein and made by reference a part hereof. Contractor further agrees that any agreement entered into by Contractor with a third party for the performance of project-related work shall incorporate Exhibits B and C and Appendices A through D to Exhibit C (with third party's name replacing Contractor) as essential parts of such agreement to be enforced by that third party as verified by Contractor.
- D. Contractor's signature executing this Contract shall provide any certifications necessary under the federal laws and the laws of the State of California, including but not limited to Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

#### **Article 21. CONTRACTOR ASSURANCES**

By executing this Contract, Contractor certifies that it:

- a. Will abide by all administrative, contractual or legal remedies in instances where Contractor violates or breaches contract terms, and will comply with sanctions and penalties as the Contract Administrator deems appropriate.
- b. Will comply with the termination for cause and termination for convenience provisions of the Contract including the manner by which such termination may be effected and the basis for settlement afforded by those provisions.
- c. Will comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- d. Will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- e. Will comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor regulations (29 CFR part 3).
- f. Will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

- g. Will comply with County, State of California and Federal requirements and regulations pertaining to: (a) reporting; (b) patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Contract; and (c) copyrights and rights in data.
- h. Will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 [h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- i. Will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. : 94-163, 89 Stat. 871).
- j. Will comply with: (i) Section 504 of the Rehabilitation Act of 1973 (Rehabilitation Act) which prohibits discrimination on the basis of disability in federally assisted programs; (ii) the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination on the basis of disability irrespective of funding; and (iii) all applicable regulations and guidelines issued pursuant to both the Rehabilitation Act and the ADA.
- k. Will comply with the Department of Industrial Relations pursuant to Labor Code sections 1725.5 and 1771.1
- l. Will comply with Government Code section 8355.
- m. Will comply with any federal and/or state grant requirements including Title 49, U.S.C., subtitle VII, as amended; Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.; Hatch Act – 5 U.S.C. 1501, et seq.; National Historic Preservation Act of 1966 – Section 106 – 16 U.S.C 470(f); Archeological and Historic Preservation Act of 1974 – 16 U.S.C. 469 through 469c; Native Americans Grave Repatriation Act – 25 U.S.C. Section 3001, et seq.; Flood Disaster Protection Act of 1973 – Section 102(a) – 42 U.S.C. 4012a; Title 49, U.S.C., Section 303, (formerly known as Section 4(f)); Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.; American Indian Religious Freedom Act, P.L. 95-341, as amended; Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.; Power plant and Industrial Fuel Use Act of 1978 – Section 403- 2 U.S.C. 8373; Wild and Scenic Rivers Act, P.L. 90-542, as amended; Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.; The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252); Executive Order 11990 – Protection of Wetlands; Executive Order 11998 – Flood Plain Management; Executive Order 12372 – Intergovernmental Review of Federal Programs; Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction; Executive Order 12898 – Environmental Justice; 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement); 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 – Audits of States, Local Governments, and Non-Profit Organizations]; 2 CFR Part 1200 – Nonprocurement Suspension and Debarment; 14 CFR Part 13 – Investigative and Enforcement Procedures 14 CFR Part 16 – Rules of Practice For Federally Assisted Airport Enforcement Proceedings; 14 CFR Part 150 – Airport noise compatibility planning; 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services; 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964; 49 CFR Part 20 – New restrictions on lobbying; 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation – effectuation of Title VI of the Civil Rights Act of 1964; 49 CFR Part 23 – Participation by Disadvantage Business Enterprise Airport Concessions; 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs; 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance; 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in

Programs or Activities conducted by the Department of Transportation; 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance); 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA); and 49 CFR Part 41 – Seismic safety of Federal and federally assisted or regulated new building construction.

Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.

**Article 22. INDEPENDENT CONTRACTOR/LIABILITY**

Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

**Article 23. NONRESIDENT WITHHOLDING**

If Contractor is not a California resident, Contractor shall provide documentation that the State of California has granted a withholding exemption or authorized reduced withholding prior to execution of this Agreement or County shall withhold seven (7%) percent of each payment made to the Contractor during term of the Agreement as required by law. This requirement applies to any agreement/contract exceeding \$1,500.00. Contractor shall indemnify and hold the County harmless for any action taken by the California Franchise Tax Board.

**Article 24. NO CONFLICTS OF INTEREST**

No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and section 87100 relating to conflict of interest of public officers and employees. Contractor attests that it has no current business or financial relationship with any County employee(s) that would constitute a conflict of interest with provision of services under this contract and will not enter into any such business or financial relationship with any such employee(s) during the term of this Agreement. County represents that it is unaware of any financial or economic interest of any public officer or employee of Contractor relating to this Agreement.

**Article 25. CALIFORNIA RESIDENCY (FORM 590)**

All independent contractors providing services to County must file a State of California Form 590, certifying their California residency or, in the case of a limited liability company or corporation, certifying

that they have a permanent place of business in California. Contractor will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Contractor during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

#### **Article 26. COUNTY PAYEE DATA RECORD FORM**

All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

#### **Article 27. BUSINESS LICENSE**

The County Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of County of El Dorado without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Contractor warrants and represents that it shall comply with all of the requirements of the County Business License Ordinance, where applicable, prior to beginning work under this Contract and at all times during the term of this Contract.

#### **Article 28. TAXES**

Contractor certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Contractor to County. Contractor agrees that it shall not default on any obligations to County during the term of this Agreement.

#### **Article 29. CONTRACT ADMINISTRATOR**

The County Officer or employee with responsibility for administering this Agreement is Creighton Avila, Deputy Chief Administrative Officer, Community Development Services, Administration and Finance Division or successor.

#### **Article 30. AUTHORIZED SIGNATURES**

The parties hereto represent that the undersigned individuals executing this Agreement on behalf of their respective parties are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

#### **Article 31. PARTIAL INVALIDITY**

If any provision, sentence, or word of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions, sentences, or words will continue in full force and effect without being impaired or invalidated in any way.

#### **Article 32. NO THIRD PARTY BENEFICIARIES**

Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

#### **Article 33. RETENTION OF AND ACCESS TO RECORDS**

All accounting records and other supporting papers of Contractor's connected with performance under this Agreement shall be maintained for a minimum of three years from the date of final payment by County or when all other pending matters are closed and shall be held open to inspection and audit by representatives of County, State, the Bureau of State Audits, the Department of Criminal Justice, United

States Department of Transportation, the Federal Aviation Administration, Comptroller General of the United States, or any duly authorized representative of the Federal Government and copies thereof shall be furnished upon request.

Contractor and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including but not limited to, the costs of administering the various contracts. All of the above-referenced parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment by County or all other pending matters are closed. Representatives of County, State, the Bureau of State Audits, the Department of Criminal Justice, United States Department of Transportation, the Federal Aviation Administration, Comptroller General of the United States, or any duly authorized representative of the Federal Government shall have access to any books, documents, papers, and records that are pertinent to the contract for audit, examination, excerpts, and transactions and copies thereof shall be furnished upon request.

In order to monitor the progress of projects funded in whole or in part by federal funds, federal agencies rely heavily on inspection data. Inspections shall be performed on a regular basis and data compiled in report form, as necessary, in conformance with 49CFR 18.40(c). Information to be supplied by Contractor shall be reported to County on an as requested basis.

**Article 34. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

**Article 35. ENTIRE AGREEMENT**

This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

**IN WITNESS WHEREOF**, the said Community Development Services of the County of El Dorado, State of California, has caused this Agreement to be executed by County's Board of Supervisors, on its behalf, and the said Contractor has signed this Agreement the day and year written below.

Dated: 9/12/2017

COUNTY OF EL DORADO

  
Board of Supervisors  
"County"

Attest:  
James S. Mitrison  
Clerk of the Board of Supervisors

Dated: 9/12/2017

  
Deputy Clerk

**CONTRACTOR**

Dated: 6/18/18 License No. 986547 Federal Employee Identification Number 87-0466966

By: [Signature]  
Steven Maxwell, President Maxwell Asphalt, Inc.

By: [Signature]  
Dale Maxwell, Corporate Secretary Maxwell Asphalt, Inc.

NOTE: If Contractor is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if Contractor is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if Contractor is an individual, his/her signature shall be placed above. Contractor executing this document on behalf of a corporation or partnership shall be prepared to demonstrate by resolution, article, or otherwise that it is appropriately authorized to act in these regards. For such corporation or partnership, such authority shall be demonstrated to the satisfaction of County. If signature is by an agent, other than officer of a corporation or a member of a partnership, an appropriate Power of Attorney shall be on file with the County prior to signing this document.

Mailing Address:  
P.O. Box 585, Bountiful, Utah 84011

Business Address:  
650 South Delong Street, Salt Lake City, Utah 84104

Email Address:  
contact@maxwellasphalt.com

Phone: (801) 972-2097 Fax: (801) 416-1872



**EXHIBIT A**

**CONTRACTOR'S BID AND BID PRICE SCHEDULE  
 GEORGETOWN AIRPORT  
 CRACK SEAL, JOINT SEAL & MARK RUNWAY, TAXIWAYS, APRONS & T-HANGAR TAXILANES;  
 CHANGE RUNWAY END ID**

**CONTRACT NO. PW #17-31164 / CIP #93527 / FENIX #3133**

Item No.	Quantity	Item List Item Description (IN ACCORDANCE WITH SECTION 20-07, PRICES TO BE WRITTEN IN WORDS AND NUMERALS)	Unit Price (In Figures)		Item Total (In Figures)	
			Dollars	Cents	Dollars	Cents
1	190 LF	Crack Sealing (1-inch to 2-inches) At six dollars and seventy-five cents, per linear foot	\$6	75	\$1,282	50
2	9,120 LF	Routing and Crack Sealing (1/4-inch to 1-inch) At two dollars and seventy-eight cents, per linear foot	\$2	78	\$25,353	60
3	17,200 LF	Joint Seal Repair for Runway At two dollars and fifty-five cents, per linear foot	\$2	55	\$43,860	00
4	45,030 SY	Emulsified Asphalt Surface Treatment At one dollar and seventy-five cents, per square yard	\$1	75	\$78,802	50
5	2 EA	Removal of Runway End Identifier At three thousand dollars and zero cents, per each	\$3,000	00	\$6,000	00
6	170 SF	Paintstripping (Yellow Non-reflectorized) At three dollars and five cents, per square foot	\$3	05	\$518	50
7	2,800 SF	Paintstripping (Yellow Reflectorized) At three dollars and sixty-five cents, per square foot	\$3	65	\$10,220	00
8	2,970 SF	Temporary Paintstripping (Yellow Non-reflectorized) At three dollars and five cents, per square foot	\$3	05	\$9,058	50
9	5,460 SF	Paintstripping (White Reflectorized) At three dollars and sixty-five cents, per square foot	\$3	65	\$19,929	00
10	5,460 SF	Temporary Paintstripping (White Non-reflectorized) At three dollars and five cents, per square foot	\$3	05	\$16,653	00
11	2 EA	Surface Painted Taxilane Markings At one thousand two hundred dollars and zero cents, per each	\$1,200	00	\$2,400	00
12	1 EA	Surface Painted Taxilane Markings: "NO RUN UP" (White Reflectorized) At seven hundred fifty dollars and zero cents, per each	\$750	00	\$750	00

13	1 EA	Surface Painted Taxilane Markings: "RUN UP" (White Reflectorized) At seven hundred fifty dollars and zero cents, per each	\$750	00	\$750	00
14	31 EA	Tie Down Numbering (White Reflectorized) At two hundred thirty-five dollars and zero cents, per each	\$235	00	\$7,285	00
15	1 LS	Maintenance and Protection of Traffic At eight thousand five hundred dollars and zero cents, per lump sum	\$8,500	00	\$8,500	00
16	1 LS	Mobilization (6% Maximum of Bid Items 1-15) At twelve thousand dollars and zero cents, per lump sum	\$12,000	00	\$12,000	00
		<b>TOTAL PRICE (written in words):</b>  Two hundred forty-three thousand three hundred sixty-two dollars and sixty cents	<b>Dollars</b>		<b>Cents</b>	
		<b>TOTAL:</b>	\$243,362		60	

## EXHIBIT B

### FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, Contractor will not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave or disability leave. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees for employment, notices to be provided by State setting forth the provisions of this Fair Employment section.

2. Contractor and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 1290-0 et seq.), and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Each of Contractor's contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. Contractor shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this Agreement.

4. Contractor will permit access to the records of employment, employment advertisements, application forms and other pertinent data and records by County, State, the State Fair Employment and Housing Commission or any other agency of the State of California designated by State, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) County may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Contractor has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment provision, County shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by County in securing the goods or services thereunder shall be borne and paid for by Contractor and by the surety under the performance bond, if any, and County may deduct from any moneys due or thereafter may become due to Contractor, the difference between the price named in the Agreement and the actual cost thereof to County to cure Contractor's breach of this Agreement.

## EXHIBIT C

### NONDISCRIMINATION ASSURANCES

Contractor hereby agrees that, as a condition to receiving any federal financial assistance from County or the State, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the Regulations), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which County receives federal financial assistance from the Federal Department of Transportation. Contractor hereby gives assurance that Contractor will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

More specifically, and without limiting the above general assurance, Contractor hereby gives the following specific assurances with respect to its Federal-aid Program:

1. That Contractor agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That Contractor shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the Federal-aid Program and, in adapted form, in all proposals for negotiated agreements:

Contractor hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

3. That Contractor shall insert the clauses of Appendix A of this assurance in every agreement subject to the Act and the Regulations.

4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where Contractor receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where Contractor receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That Contractor shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by Contractor with other parties:

Appendix C;

(a) For the subsequent transfer of real property acquired or improved under the Federal-aid Program; and

Appendix D;

(b) For the construction or use of or access to space on, over, or under real property acquired, or improved under the Federal-aid Program.

8. That this assurance obligates Contractor for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property of interest therein, or structures, or improvements thereon, in which case the assurance obligates Contractor or any transferee for the longer of the following periods:

(a) The period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) The period during which Contractor retains ownership or possession of the property.

9. That Contractor shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that Contractor, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the Act, the Regulations, this Assurance and the Agreement.

10. That Contractor agrees that County, the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this Assurance.

11. Contractor shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any State assisted contract or in the administration of County's DBE Program or the requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of State assisted contracts. County's DBE Race-Neutral Implementation Agreement is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved DBE Race-Neutral Implementation Agreement, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 et. seq.).

These Assurances are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to County by State, acting for the U.S. Department of Transportation, and is binding on Contractor, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the Federal-aid Highway Program.

**APPENDIX A  
to  
EXHIBIT C**

During the performance of this Agreement, Contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as "Contractor") agrees as follows:

(1) **Compliance with Regulations:** Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2) **Nondiscrimination:** Contractor, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix b of the Regulations.

(3) **Solicitations for Sub-agreements, Including procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Contractor for work performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.

(4) **Information and Reports:** Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to Contractor's books, records, accounts, other sources of information, and its facilities as may be determined by County, State or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to County, State or the FHWA as appropriate, and shall set forth what efforts Contractor has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of Contractor's noncompliance with the nondiscrimination provisions of this Agreement, County shall impose such agreement sanctions as it, the State or the FHWA may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to Contractor under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
- (b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) **Incorporation of Provisions:** Contractor shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

Contractor shall take such action with respect to any sub-agreement or procurement as County, State or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Contractor becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, Contractor may request County or State enter into such litigation to protect the interests of County or State, and, in addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**APPENDIX B  
to  
EXHIBIT C**

**(NOT USED)**



**APPENDIX C  
to  
EXHIBIT C**

**(NOT USED)**

**APPENDIX D  
to  
EXHIBIT C**

**(NOT USED)**

CONTRACT #3133

CONTRACTOR'S/SUBCONTRACTOR'S CERTIFICATION  
CONCERNING STATE LABOR STANDARDS AND PREVAILING WAGES

All Contractors and subcontractors shall give the following certification to the Owner and forward this certification to the Owner within ten (10) days after the execution of any Contract or subcontract.

- A. "I am aware of the provisions of Section 1720 et seq. of the California Labor Code which requires that the State prevailing wage rate shall be paid to employees where this rate exceeds the Federal wage rate."
  
- B. "It is further agreed that, except as may be provided in Section 1815 of the California Labor Code, the maximum hours a worker is to be employed is limited to eight (8) hours a day and forty (40) hours a week and the subcontractor shall forfeit, as a penalty, \$25 for each worker employed in the execution of the subcontract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than forty (40) hours in any calendar week."

\_\_\_\_\_  
 Maxwell Asphalt, Inc.  
 By:   
 (Signature)

\_\_\_\_\_  
 Dale Maxwell, Secretary  
 (Typed Name and Title)


Date: 6/15/18

**ATTACHMENT B**

STATE OF CALIFORNIA  
**DRUG-FREE WORKPLACE CERTIFICATION**  
STD. 21 (REV. 12-93)

**CERTIFICATION**

*I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.*

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
Maxwell Asphalt, Inc	87*0466966
BY (Authorized Signature)	DATE EXECUTED
	6/15/18
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code)
Dale Maxwell	801-972-2097
TITLE	
Secretary	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	
PO Box 585, Bountiful, Ut 84011	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace,
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free policy statement, and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until \_\_\_\_\_

(NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

**MAXWELL ASPHALT, INC.  
EQUAL EMPLOYMENT OPPORTUNITY  
POLICY STATEMENT**

Contractor is an equal opportunity employer and is committed to an active Equal Employment Opportunity Program (EEOP). It is the stated policy of Contractor that all employees and applicants shall receive equal consideration and treatment in employment without regard to race, color, religion, ancestry, national origin, age (over 40), sex, marital status, medical condition (cancer related), or physical handicap (includes all other medical conditions).

Contractor shall also conform to the Americans with Disabilities Act of 1990 (ADA), 42 USC, Sections 12101 et. seq., and U.S. Department of Justice implementing regulations, 28 CFR, Part 35.

All recruitment, hiring, placements, transfers, and promotions will be on the basis of individual skills, knowledge and abilities, and the feasibility of any necessary job accommodation, regardless of the above identified bases. All other personnel actions such as compensation, benefits, layoffs, terminations, training, etc., are also administered without discrimination. Equal employment opportunity (EEO) will be promoted through a continual and progressive EEOP.

The objective of an EEOP is to ensure nondiscrimination in employment and, wherever possible, to actively recruit and include for consideration for employment minorities, women and the physically handicapped.

Dale Maxwell has been designated EEO Coordinator. Inquiries concerning the application of Federal and State laws and regulations should be referred to her/him. The coordinator is responsible for administering program progress and initiating corrective action when appropriate. All personnel actions are monitored and analyzed to ensure the adherence of this policy. Regular annual reports are submitted to the Director, Office of Federal Contract Compliance Programs, United States Department of Labor, for review and evaluation of progress.

To achieve the goals of our EEOP, it is necessary that each member of this organization understand the importance of the program and his/her individual responsibility to contribute toward its maximum fulfillment.

	Secretary	6/15/18
SIGNATURE	TITLE (Agency Head)	DATE

	Secretary	6/15/18
SIGNATURE	TITLE (EEO/AA Officer)	DATE

Government Code Section 12940 and Title 2 California Code of Regulations Section 7287 Requires All Employers to Post This Document.  
State of California. Department of Fair Employment and Housing.

## HARASSMENT OR DISCRIMINATION IN EMPLOYMENT

Because of

- Sex • Sexual Orientation • Race • Color • Religious Creed • Marital Status
- Denial of Family and Medical Care Leave • National Origin (Including Language Limitations)
  - Ancestry • Medical Condition (Cancer/Genetic Characteristics)
- Age (40 and above) • Disability (Mental and Physical) Including HIV and AIDS
  - Denial of Pregnancy Disability Leave or Reasonable Accommodation



## IS PROHIBITED BY LAW

### The California Fair Employment and Housing Act

(Part 2.8 (commencing with Section 12900) of Div. 3 of Title 2 of the Government Code) and the Regulations of the Fair Employment and Housing Commission (Cal. Code of Regs., Title 2, Division 4, Section 7285.0 through Section 8504)

- prohibit harassment of employees, applicants and independent contractors and requires employers to take all reasonable steps to prevent harassment. The prohibition against sex harassment includes a prohibition against sexual harassment, gender harassment, and harassment based on pregnancy, childbirth, or related medical conditions.
- prohibit employers from limiting or prohibiting the use of language in any workplace unless justified by business necessity and the employer has notified employees of the language restriction and consequences for violation.
- require that all employers provide information to each of their employees on the nature, illegality and legal remedies which apply to sexual harassment. Employers may either develop their own publication, which must meet standards as set forth in California Government Code Section 12950, or use a brochure which may be obtained from the Department of Fair Employment and Housing.
- require employers to reasonably accommodate disabled employees or job applicants in order to enable them to perform the essential functions of a job. Employers must engage in a timely, good faith interactive process in determining effective reasonable accommodations.
- permit job applicants and employees to file complaints with the Department of Fair Employment and Housing (DFEH) against an employer, employment agency, or labor union which fails to grant equal employment as required by law.
- prohibit discrimination against any job applicant or employee in hiring, promotions, assignments or discharge. On-the-job segregation also is prohibited.
- require employers, employment agencies, and unions to preserve applications, personnel and employment referral records for a minimum of two years.
- require employers to provide leaves of up to four months to employees disabled because of pregnancy, maternity, or childbirth.
- require an employer to provide reasonable accommodations requested by an employee, with the advice of her health care provider, related to her pregnancy, childbirth or related medical conditions.
- require employers of 50 or more persons to allow eligible employees to take up to 12 weeks leave in a 12-month period for the birth of a child, the placement of a child for adoption or foster care, for an employee's own serious health condition, or to care for a parent, spouse or child with a serious health condition. (Employers are required to post a notice informing employees of their family and medical leave rights.)
- require employment agencies to serve all applicants equally; to refuse discriminatory job orders; to refrain from prohibited pre-hiring inquiries or help-wanted advertising.
- require unions not to discriminate in member admissions or dispatching to jobs.
- forbid any person to interfere with efforts to comply with the act. Permits employers to file complaints against workers who refuse to cooperate with the provisions of the law. Authorizes the DFEH to work affirmatively with cooperating employers to review hiring and recruiting practices in order to expand equal opportunity.

**THE LAW PROVIDES FOR ADMINISTRATIVE FINES AND FOR REMEDIES FOR INDIVIDUALS, WHICH MAY INCLUDE:**  
hiring, back pay, promotion, reinstatement, cease-and-desist order, expert witness fees, reasonable attorney's fees and costs, punitive damages, and damages for emotional distress.

**JOB APPLICANTS AND EMPLOYEES:** If you believe you have experienced discrimination, you may file a DFEH complaint.

**INDEPENDENT CONTRACTORS:** If you believe you have been harassed, you may file a DFEH complaint.

Complaints must be filed within one year from the last act of discrimination/harassment.

***For information contact the Department of Fair Employment and Housing:***

Toll Free 1-800-884-1684  
SACRAMENTO, CA Area/OUT OF STATE (916) 227-0551  
TTY Number 1-800-700-2320 Website: [www.dfeh.ca.gov](http://www.dfeh.ca.gov)

This notice must be conspicuously posted in hiring offices, on employee bulletin boards, in employment agency waiting rooms, union halls, etc. This publication can be made available in Braille, large print, computer disk or tape cassette. For a copy, contact 1-800-884-1684. For Sacramento, CA Area/Out-of-State calls contact (916) 227-0551. (Rev. 11/02)

**GEORGETOWN AIRPORT – CRACK SEAL, JOINT SEAL & MARK RUNWAY,  
TAXIWAYS, APRONS & T-HANGAR TAXILANES; CHANGE RUNWAY END ID**  
AIP No. 3-06-0093-012-2016  
PW #17-31164, CIP #93527, FENIX #3133

County of El Dorado  
Community Development Services  
Agreement  
Page C-28

**CONTRACTOR'S GUARANTEE**

**GEORGETOWN AIRPORT  
GEORGETOWN, COUNTY OF EL DORADO, CALIFORNIA  
CRACK SEAL, JOINT SEAL & MARK RUNWAY, TAXIWAYS, APRONS & T-HANGAR TAXILANES;  
CHANGE RUNWAY END ID**

**AIP No. 3-06-0093-012-2016  
PW #17-31164  
CIP #93527, FENIX #3133**

**COMMUNITY DEVELOPMENT SERVICES**

As Contractor for the above referenced project, we hereby agree to repair or replace any or all work provided hereunder which is defective due to faulty materials, poor workmanship, or defective equipment at no expense to the County of El Dorado, ordinary wear and tear and unusual abuse or neglect excepted, during the term of the contract and for a period of one year from the date of Notice of Acceptance of the work.

We further agree to repair or replace any and all adjacent areas which have been damaged or displaced due to our work performed under this contract at no expense to the County of El Dorado during the term of this contract and for a period of one year from the date of Notice of Acceptance of the work.

We agree that this guarantee and the rights and obligations accruing therefrom shall be in addition and not by way of limitation in any manner whatsoever to the rights, obligations, warranties or remedies otherwise provided for by law.

In the event of our failure to comply with the above mentioned conditions with (ten) 10 days after being notified in writing by the County of El Dorado, we hereby authorize the County of El Dorado to proceed to have said defects repaired and made good at our expense and we will honor and pay all costs and charges therefore upon written demand.

EXECUTED on this 15 day of June, 2018

CONTRACTOR

By 

Title Dale Maxwell, Secretary

By \_\_\_\_\_

Title \_\_\_\_\_